

<p style="text-align: right;">Page 1</p> <p>1 UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK</p> <p>2 -----</p> <p>3 SAGI GINGER,</p> <p>4 Third-Party Plaintiff,</p> <p>5 -v- Civil Action No. 1:17cv8181</p> <p>6 ORLY GINGER,</p> <p>7 Third-Party Defendant.</p> <p>8 -----</p> <p>9</p> <p>10 DEPOSITION OF MICHAEL BOWEN, a Witness</p> <p>11 herein, taken by the Plaintiff, at the offices of</p> <p>12 KELLEY DRYE &amp; WARREN LLP, 101 Park Avenue, 27th</p> <p>13 Floor, New York, New York 10178, on Friday, October</p> <p>14 5, 2018, at 10:00 a.m., before Jeffrey Shapiro, a</p> <p>15 Shorthand Reporter and notary public, within and</p> <p>16 for the State of New York.</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">Page 3</p> <p>1</p> <p>2</p> <p>3 IT IS HEREBY STIPULATED AND AGREED by</p> <p>4 and between the attorneys for the respective</p> <p>5 parties hereto, that the filing, sealing and</p> <p>6 certification be, and the same are hereby waived;</p> <p>7</p> <p>8 IT IS FURTHER STIPULATED AND AGREED</p> <p>9 that all objections, except as to the form of the</p> <p>10 questions, shall be reserved to the time of the</p> <p>11 trial;</p> <p>12</p> <p>13 IT IS FURTHER STIPULATED AND AGREED</p> <p>14 that the within examination may be subscribed and</p> <p>15 sworn to before any notary public with the same</p> <p>16 force and effect as though subscribed and sworn to</p> <p>17 before this Court.</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
<p style="text-align: right;">Page 2</p> <p>1 A P P E A R A N C E S :</p> <p>2 KELLEY DRYE &amp; WARREN LLP</p> <p>3 Attorneys for SAGI GINGER</p> <p>4 101 Park Avenue, 27th Floor</p> <p>5 New York, New York 10178</p> <p>6 BY: JOHN DELLAPORTAS, ESQ.</p> <p>7</p> <p>8</p> <p>9 Also Present:</p> <p>10 Sagi Genger</p> <p>11</p> <p>12 ***</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">Page 4</p> <p>1 Whereupon,</p> <p>2 MICHAEL BOWEN,</p> <p>3 after having been first duly sworn, was examined</p> <p>4 and testified as follows:</p> <p>5 DIRECT EXAMINATION</p> <p>6 BY MR. DELLAPORTAS:</p> <p>7 Q. State your name for the record.</p> <p>8 A. Michael Paul Bowen.</p> <p>9 Q. What is your address?</p> <p>10 A. My work address is 1633 Broadway, New</p> <p>11 York, New York 10019.</p> <p>12 (Exhibit 1 was so marked for</p> <p>13 identification.)</p> <p>14 BY MR. DELLAPORTAS:</p> <p>15 Q. Good morning, Mr. Bowen.</p> <p>16 A. Good morning.</p> <p>17 Q. So I've marked as Exhibit Kasowitz 1,</p> <p>18 the subpoena in this case for Kasowitz Benson &amp;</p> <p>19 Torres, LLP.</p> <p>20 Mr. Bowen, you're here as the corporate</p> <p>21 witness for Kasowitz Benson &amp; Torres, LLP?</p> <p>22 A. Yes. The witness for the entity</p> <p>23 Kasowitz, Benson, &amp; Torres.</p> <p>24 Q. And if I just refer to it for</p> <p>25 shorthand as Kasowitz, you will know I'm referring</p>

<p style="text-align: right;">Page 5</p> <p>1 Bowen</p> <p>2 to the firm?</p> <p>3 A. Sure or KBT.</p> <p>4 Q. Yeah, I'll never remember that.</p> <p>5 Let's go with Kasowitz, but you can refer to it as</p> <p>6 KBT if you prefer.</p> <p>7 So you have a subpoena in front of you?</p> <p>8 A. I do.</p> <p>9 Q. If you can turn to Exhibit A.</p> <p>10 A. Yes.</p> <p>11 Q. And, specifically, the document</p> <p>12 request on subject matters?</p> <p>13 A. Yes.</p> <p>14 Q. Do you see numbers one through nine?</p> <p>15 A. Correct.</p> <p>16 Q. Did you undertake a search on behalf</p> <p>17 of the firm to see what documents you had?</p> <p>18 A. Yes.</p> <p>19 Q. And can you describe that search or</p> <p>20 that process?</p> <p>21 A. I made a reasonable inquiry and also</p> <p>22 used my own intimate knowledge of the firm's role</p> <p>23 in connection with all things Genger.</p> <p>24 Q. And you have produced in response to</p> <p>25 that one document entitled, "First Amendment to</p>	<p style="text-align: right;">Page 7</p> <p>1 Bowen</p> <p>2 attached first amendment to stipulation and</p> <p>3 release," that would involve documents, for</p> <p>4 example, of e-mail of either drafting this thing</p> <p>5 or circulating it for signature. And in our view</p> <p>6 that's irrelevant.</p> <p>7 Q. Why is that irrelevant in your view?</p> <p>8 A. It's irrelevant because it has</p> <p>9 nothing to do with identifying assets that belong</p> <p>10 to Orly Genger or assets that are to be paid to</p> <p>11 Orly Genger.</p> <p>12 Q. And has Kasowitz served any written</p> <p>13 objections in response to the subpoena?</p> <p>14 A. No. We are interposing the</p> <p>15 objections orally.</p> <p>16 Q. So why don't we go through and you</p> <p>17 can tell me what specifically are your objections?</p> <p>18 Let's start with No. 1 -- if any.</p> <p>19 A. Well, we object to it as overbroad</p> <p>20 and irrelevant because, again, to the extent the</p> <p>21 firm has any knowledge of any agreements where</p> <p>22 Orly Genger owes money or is a debtor, it's</p> <p>23 irrelevant to property that -- or assets that she</p> <p>24 owns or that are to be paid to her. So it's</p> <p>25 beyond the scope of Article 52.</p>
<p style="text-align: right;">Page 6</p> <p>1 Bowen</p> <p>2 Settlement Agreement and Release"; is that</p> <p>3 correct?</p> <p>4 A. Correct. And I think that's</p> <p>5 responsive to Request No. 4.</p> <p>6 MR. DELLAPORTAS: Okay. So let's</p> <p>7 mark that as Kasowitz Exhibit 2.</p> <p>8 (Exhibit 2 was so marked for</p> <p>9 identification.)</p> <p>10 BY MR. DELLAPORTAS:</p> <p>11 Q. So, other than this, you have no</p> <p>12 responsive documents?</p> <p>13 A. That's correct.</p> <p>14 Q. Was anything withheld on privilege</p> <p>15 grounds?</p> <p>16 A. Yes and no. Excuse me.</p> <p>17 Yes and no, because the primary objection is</p> <p>18 relevance, although some documents that we deemed</p> <p>19 irrelevant would also be privileged or at least</p> <p>20 some of them are.</p> <p>21 Q. And when you say the primary</p> <p>22 objection, where were those objections interposed?</p> <p>23 A. We can go through them all, but if</p> <p>24 you take No. 4 as an example, "All documents</p> <p>25 concerning the attached stipulation and the</p>	<p style="text-align: right;">Page 8</p> <p>1 Bowen</p> <p>2 On the other hand, if there are documents or</p> <p>3 agreements that reflect assets owned by Orly</p> <p>4 Genger or that are to be paid to Orly Genger, that</p> <p>5 would be responsive and we think relevant and we</p> <p>6 undertook a search for that and there are none.</p> <p>7 Q. Okay. Number 2. Do you have</p> <p>8 objections to No. 2?</p> <p>9 A. No. I think that's completely</p> <p>10 responsive. That states, quote, "All documents</p> <p>11 concerning any property held by or debts owed to</p> <p>12 Orly Genger." We -- the firm has no documents</p> <p>13 responsive to that, but we interpose no objection</p> <p>14 to that.</p> <p>15 Q. Okay. What about No. 3? Any</p> <p>16 objections to that?</p> <p>17 A. "All documents relating to the</p> <p>18 settlement agreement -- " Right.</p> <p>19 Well, we object to you using the phrase</p> <p>20 "Orly Settlement Agreement" to define that because</p> <p>21 it's misleading and confusing. It's not an Orly</p> <p>22 Settlement Agreement. What you are referring to</p> <p>23 is a settlement agreement between the AG Group and</p> <p>24 the Trump group and it's usually referred to as</p> <p>25 the "AG/Trump Settlement Agreement."</p>

<p style="text-align: right;">Page 9</p> <p>1 Bowen</p> <p>2 And because of that agreement or, quote,</p> <p>3 unquote, "all documents relating to that</p> <p>4 agreement," has nothing to do with property owned</p> <p>5 by Orly Genger or property or assets to be paid to</p> <p>6 Orly Genger. That entire request, at least</p> <p>7 Subpart A, is irrelevant.</p> <p>8 Q. Why in your -- I'm sorry. I didn't</p> <p>9 mean to cut you off.</p> <p>10 A. Okay. Subpart B, "any escrow</p> <p>11 accounts, arrangements, to the extent that it was</p> <p>12 for the benefit of Orly Genger" meaning the escrow</p> <p>13 assets belong to her or are to be paid to her, we</p> <p>14 deem that relevant and would produce responsive</p> <p>15 documents if any, but I can attest today that</p> <p>16 there are none.</p> <p>17 And the same with Subsection C, "any</p> <p>18 promissory notes issued thereunder." So if there</p> <p>19 were any promissory notes in the possession,</p> <p>20 custody, or control of Kasowitz that were payable</p> <p>21 to Orly Genger or reflected assets that she owns</p> <p>22 or that are due to be paid to her, we'd deem that</p> <p>23 responsive and would produce any documents if any.</p> <p>24 But I can attest here today that we are in</p> <p>25 possession of none; no such documents.</p>	<p style="text-align: right;">Page 11</p> <p>1 Bowen</p> <p>2 existed. And we did search for such documents,</p> <p>3 but I can attest, on behalf of the firm, there ae</p> <p>4 no such documents in our possession, custody, or</p> <p>5 control.</p> <p>6 Q. Let's go to No. 6. Any objections to</p> <p>7 that?</p> <p>8 A. Quote, "all accounts, statements for</p> <p>9 any escrow accounts related to the" -- what you</p> <p>10 call the "Orly Settlement Agreement."</p> <p>11 Again, the same objection as misleading,</p> <p>12 intentionally so, but the AG/Trump Settlement</p> <p>13 Agreement. If there were account statements for</p> <p>14 escrow accounts that reflected assets owned by</p> <p>15 Orly or to be paid to Orly Genger, we would</p> <p>16 produce those, but I can attest that we're not,</p> <p>17 you know, we're not in custody, possession, or</p> <p>18 control of any such accounts.</p> <p>19 In fact, I don't mind telling you that we</p> <p>20 are not in possession, custody, or control of any</p> <p>21 account statements or any escrow accounts relating</p> <p>22 to the AG/Trump Settlement Agreement, period.</p> <p>23 Q. Okay. Number 7. Do you have any</p> <p>24 objection to that?</p> <p>25 A. Quote, "All documents concerning any</p>
<p style="text-align: right;">Page 10</p> <p>1 Bowen</p> <p>2 Q. Okay. We'll circle back to that.</p> <p>3 Let's move on. Let's go through the list first.</p> <p>4 A. Okay. Number 4, I have already spoke</p> <p>5 about unless you want me to reiterate it.</p> <p>6 Q. So you have given us the first</p> <p>7 amendment and the stipulation itself, but you</p> <p>8 haven't given us any documents related to what you</p> <p>9 are interposing and irrelevance objection?</p> <p>10 A. Correct.</p> <p>11 Q. Number 5?</p> <p>12 A. Which states, quote, "All agreements</p> <p>13 as to the past, present, or future disposition of</p> <p>14 any settlement proceeds under the Orly settlement</p> <p>15 agreement," close quote.</p> <p>16 Again, we object to that phrase Orly</p> <p>17 settlement agreement as misleading and potentially</p> <p>18 misleading and potentially false.</p> <p>19 But if you are referring to the AG/Trump</p> <p>20 Settlement Agreement, which we think you are, if</p> <p>21 there were agreements that reflected assets owned</p> <p>22 by Orly or to be paid to Orly under that</p> <p>23 settlement agreement or in relation to that</p> <p>24 settlement agreement, that's relevant in our view</p> <p>25 and we would produce such documents if any</p>	<p style="text-align: right;">Page 12</p> <p>1 Bowen</p> <p>2 indemnity demands and/or indemnity payments made</p> <p>3 under the Orly settlement agreement." The same</p> <p>4 objection as using that phrase to be potentially</p> <p>5 misleading.</p> <p>6 We read that as referring to the AG/Trump</p> <p>7 Agreement. It is kind of a vague, ambiguous</p> <p>8 objection there. I'm not really sure what you are</p> <p>9 asking. Maybe you can clarify that today, but I</p> <p>10 can say we're not aware of any -- the firm is not</p> <p>11 aware of indemnity demands and/or indemnity</p> <p>12 payments related to the AG/Trump Settlement</p> <p>13 Agreement period.</p> <p>14 But we would deem, if we were aware or had</p> <p>15 such documents and they reflected Orly's assets or</p> <p>16 assets to be paid to Orly, we would deem that</p> <p>17 relevant and responsive.</p> <p>18 But like I said, I can go beyond that and</p> <p>19 say we are not aware of any indemnity demands,</p> <p>20 period. But that is subject to you clarifying</p> <p>21 what you really meant by that. I may be</p> <p>22 misinterpreting that.</p> <p>23 Q. We will come back to that, let's just</p> <p>24 get through our list.</p> <p>25 Number 8. Any objections to that?</p>

<p style="text-align: right;">Page 13</p> <p>1 Bowen</p> <p>2 A. Quote, "All payments made to any</p> <p>3 person or entity pursuant to the Orly Settlement</p> <p>4 Agreement." The same objection as intentionally</p> <p>5 misleading by referring to it as the "Orly</p> <p>6 Settlement Agreement" it is the AG Group/Trump</p> <p>7 Group Settlement Agreement.</p> <p>8 With that understanding, if we had records,</p> <p>9 meaning the firm, of payments to Orly or that were</p> <p>10 to be paid to Orly in relationship to that -- in</p> <p>11 relation to that particular settlement agreement,</p> <p>12 but this is also subsumed under your first</p> <p>13 request, those documents, in our view, would be</p> <p>14 responsive and relevant and we would produce them,</p> <p>15 if any.</p> <p>16 To the extent that you are asking about</p> <p>17 other people that -- that are not Orly or that</p> <p>18 don't reflect assets owned by her or to be paid to</p> <p>19 her, we would object that that is beyond the scope</p> <p>20 of Article 52 and irrelevant and not responsive.</p> <p>21 Having said all of that, on behalf of the</p> <p>22 firm, I can attest that there are -- the firm is</p> <p>23 in possession of no records whatsoever of any</p> <p>24 payments made under this AG/Trump Settlement</p> <p>25 Agreement.</p>	<p style="text-align: right;">Page 15</p> <p>1 Bowen</p> <p>2 Q. Let's go back to No. 7, because that</p> <p>3 one, I think, you asked for clarification on?</p> <p>4 A. Correct.</p> <p>5 Q. Have you read the -- what you refer</p> <p>6 to as the AG/Trump Settlement Agreement?</p> <p>7 A. Only in part and a long time ago.</p> <p>8 Q. Okay. Are you aware that there are</p> <p>9 two promissory notes that were issued pursuant to</p> <p>10 the Trump Group -- AG/Trump Group Settlement</p> <p>11 Agreement for \$7.5 million each?</p> <p>12 A. There are promissory notes by the</p> <p>13 Trump Group if I am remembering correctly, yes.</p> <p>14 Q. Okay. And those payments, to the</p> <p>15 best of your knowledge, have not been made yet;</p> <p>16 correct?</p> <p>17 A. To the best of the firm's knowledge</p> <p>18 -- I mean, the firm had no knowledge of that</p> <p>19 whatsoever.</p> <p>20 Q. Okay. Do you recall in reading the</p> <p>21 agreement that the Trumps have certain rights to</p> <p>22 deduct defense costs and other related legal costs</p> <p>23 for indemnification and whatnot?</p> <p>24 A. Correct, yes.</p> <p>25 Q. From those ultimate payments of \$15</p>
<p style="text-align: right;">Page 14</p> <p>1 Bowen</p> <p>2 Q. Lastly, No. 9, "All non privileged</p> <p>3 communications regarding any of the forgoing</p> <p>4 subjects."</p> <p>5 A. Everything I said previously would</p> <p>6 apply to that.</p> <p>7 Q. Incorporate all of your prior</p> <p>8 objections?</p> <p>9 A. Right. Obviously, you're -- you're</p> <p>10 subpoenaing a law firm that represents Orly</p> <p>11 Genger. Every single one of these requests could</p> <p>12 impinge upon privilege; so it could be the case</p> <p>13 that there are e-mails and other types of</p> <p>14 documents that would be attorney-client privilege</p> <p>15 and work-product privilege, and we're not</p> <p>16 undertaking to do a log because we think that is</p> <p>17 overly burdensome and bordering on harassment.</p> <p>18 And when you subpoena a law firm that</p> <p>19 represents a person that you are adverse to, I</p> <p>20 assume you're expecting a lot of it to be</p> <p>21 privileged.</p> <p>22 Q. So, other than what you have just</p> <p>23 stated, does Kasowitz have any further objections</p> <p>24 to Nos. 1 through 9?</p> <p>25 A. I don't think so.</p>	<p style="text-align: right;">Page 16</p> <p>1 Bowen</p> <p>2 million?</p> <p>3 A. That's my understanding, yes.</p> <p>4 Q. Okay.</p> <p>5 A. And when I say "my" I mean on behalf</p> <p>6 of the firm.</p> <p>7 Q. Yeah. I'll just -- everything from</p> <p>8 this point forward, I will have an understanding</p> <p>9 if you say "my" you mean the firm and if I say</p> <p>10 "you" I mean the firm.</p> <p>11 A. If there are any singular pronouns, I</p> <p>12 mean, I'm speaking with the royal we.</p> <p>13 Q. Yeah. I'll assume the royal we</p> <p>14 unless you specify other words and you can assume</p> <p>15 from me the royal we unless I specify you</p> <p>16 personally?</p> <p>17 A. Understood.</p> <p>18 Q. So with that clarification, do you</p> <p>19 have any documents responsive to that demand?</p> <p>20 A. Well, with that clarification, the</p> <p>21 firm is unaware of any documents relating to those</p> <p>22 two promissory notes or the Trump Group's claim of</p> <p>23 offset on promissory notes that relate to assets</p> <p>24 owned by Orly or to be paid to Orly.</p> <p>25 Q. Okay. So you have intentionally</p>

<p style="text-align: right;">Page 17</p> <p>1 Bowen</p> <p>2 narrowed the request to your view of anything</p> <p>3 that's relating to payments to be made to Orly?</p> <p>4 A. Or that reflects assets she owns.</p> <p>5 Q. Okay. And why in your view would</p> <p>6 indemnity demands by the Trump Group not relate to</p> <p>7 any assets owned by Orly or to be paid to Orly?</p> <p>8 A. You are dealing with the scope of the</p> <p>9 firm's understanding of this, so with that caveat,</p> <p>10 the payments that are due under the AG/Trump</p> <p>11 Settlement Agreement, and under those two</p> <p>12 promissory notes, are to the AG Group and not to</p> <p>13 Orly.</p> <p>14 Q. Okay.</p> <p>15 A. If there is some arrangement within</p> <p>16 the AG Group that allocates any portion of the</p> <p>17 payments to Orly, the firm is unaware of it.</p> <p>18 Q. Is the firm aware of any arrangement</p> <p>19 with respect to the payment of the remaining</p> <p>20 proceeds at all?</p> <p>21 A. My hesitation in answering that</p> <p>22 question is that it may be impinging on privileged</p> <p>23 information. To the extent that we have that</p> <p>24 information, it would be in the attorney-client</p> <p>25 relationship with Orly. And I'm not at liberty to</p>	<p style="text-align: right;">Page 19</p> <p>1 Bowen</p> <p>2 disposition of the \$15 million? I'm sorry,</p> <p>3 Mr. Hirschman?</p> <p>4 A. I understood you meant Mr. Hirschman.</p> <p>5 Well, I'm not going to get into any</p> <p>6 methodology that I used in preparing for the</p> <p>7 deposition because that's privileged work product.</p> <p>8 I am testifying under oath that I made a</p> <p>9 reasonable inquiry and a reasonable search. And</p> <p>10 your question was -- I'm sorry. I lost your</p> <p>11 question.</p> <p>12 Q. In deciding not to produce documents</p> <p>13 responsive to the subpoena on the ground that they</p> <p>14 do not relate to payments ultimately to be made to</p> <p>15 Orly Genger, did the firm inquire with its</p> <p>16 partner, Mr. Hirschman, to confirm that in fact</p> <p>17 none of the \$15 million will ultimately be paid to</p> <p>18 Orly Genger?</p> <p>19 A. Well, without specifying what</p> <p>20 methodology I used to gather information</p> <p>21 responsive to this subpoena, and to make decisions</p> <p>22 about what is and is not responsive, I can testify</p> <p>23 that to firm's understanding and to the firm's</p> <p>24 knowledge, none of that money belongs to or is to</p> <p>25 be paid to Orly Genger.</p>
<p style="text-align: right;">Page 18</p> <p>1 Bowen</p> <p>2 waive privilege, so I would assert privilege as to</p> <p>3 that question on behalf of Orly Genger as the</p> <p>4 owner of the privilege.</p> <p>5 Q. Well, you declined to produce</p> <p>6 documents responsive to our requests on the ground</p> <p>7 that Kasowitz affirmatively takes the position</p> <p>8 that there is no arrangement that Orly will get</p> <p>9 any of that money. Do I understand that</p> <p>10 correctly?</p> <p>11 A. No. You misstated my testimony.</p> <p>12 It's not that we affirmatively understand that</p> <p>13 Orly is not getting any of that money, it's that</p> <p>14 the Kasowitz has no information.</p> <p>15 Q. Does that include Mr. Hirschman when</p> <p>16 you say, "Kasowitz has no information"?</p> <p>17 A. Well, Mr. Hirschman is Orly Genger's</p> <p>18 spouse, so he may have information qua spouse, but</p> <p>19 not as a partner in the firm. And I frankly don't</p> <p>20 know what is in his head.</p> <p>21 Q. Okay. So nobody in -- in making the</p> <p>22 decision not to produce documents responsive to</p> <p>23 this request on the ground that Orly wasn't</p> <p>24 getting any of the money, nobody asked</p> <p>25 Mr. Kasowitz as to his knowledge of the ultimate</p>	<p style="text-align: right;">Page 20</p> <p>1 Bowen</p> <p>2 Q. And is your position driven by the</p> <p>3 fact that on the face of the agreement it says</p> <p>4 that the money is to be paid to something called</p> <p>5 the "AG Group"?</p> <p>6 A. I don't understand your question.</p> <p>7 Q. What is the basis of your</p> <p>8 understanding that none of the money is to be paid</p> <p>9 to Orly Genger?</p> <p>10 A. The basis for the firm's</p> <p>11 understanding is the knowledge, institutional</p> <p>12 knowledge, that we have based on our review of</p> <p>13 documents, some of which are privileged, and my</p> <p>14 reasonable inquiry of the lawyers at the firm that</p> <p>15 have been involved in the Genger matter since the</p> <p>16 firm was originally involved.</p> <p>17 And if you are asking me did we make some</p> <p>18 kind of interpretation and are we just basing this</p> <p>19 on the interpretation of one document, the answer</p> <p>20 is no.</p> <p>21 Q. Okay. And circling back to my</p> <p>22 question: Did anyone inquiry of Mr. Hirschman</p> <p>23 about that?</p> <p>24 A. I'm not going to answer any questions</p> <p>25 about methodology that I used on behalf of the</p>

<p style="text-align: right;">Page 21</p> <p>1 Bowen</p> <p>2 firm to be prepared to answer questions today</p> <p>3 because that's a protected work product. But I am</p> <p>4 telling you and attesting under oath that I made</p> <p>5 reasonable inquiry. I don't mind telling you that</p> <p>6 reasonable inquiry would involve communications</p> <p>7 with Mr. Hirschman.</p> <p>8 Q. Is Mr. Hirschman currently a partner</p> <p>9 in the firm?</p> <p>10 A. Yes.</p> <p>11 Q. Is he an equity partner?</p> <p>12 A. I don't know what you mean by that.</p> <p>13 I'm not sure what that means at my firm. Now I'm</p> <p>14 speaking personally, not on behalf of the firm.</p> <p>15 The firm knows.</p> <p>16 I did not do any reasonable inquiry on that</p> <p>17 particular question, so I don't know the answer to</p> <p>18 that.</p> <p>19 Q. Okay.</p> <p>20 A. It's beyond the scope.</p> <p>21 Q. Well, you know, every firm organizes</p> <p>22 their partnership different from every other firm,</p> <p>23 but in some cases the title "partner" is just a</p> <p>24 title and in other cases it implies what I view as</p> <p>25 more of an actual partnership which is an</p>	<p style="text-align: right;">Page 23</p> <p>1 Bowen</p> <p>2 Kasowitz 3.</p> <p>3 (Exhibit 3 was so marked for</p> <p>4 identification.)</p> <p>5 BY MR. DELLAPORTAS:</p> <p>6 Q. So if you look on the opening</p> <p>7 paragraph, there is the description of the AG</p> <p>8 Group. Do you see that?</p> <p>9 A. Yes.</p> <p>10 Q. When you refer to the AG Group are</p> <p>11 you -- what you are referring to is consistent</p> <p>12 with this definition?</p> <p>13 A. Yes.</p> <p>14 Q. And so the definition has the AG</p> <p>15 Group including Arie Genger; is that right?</p> <p>16 A. Yes.</p> <p>17 Q. And Orly Genger?</p> <p>18 A. Yes.</p> <p>19 Q. And Arnold Broser?</p> <p>20 A. Yes.</p> <p>21 Q. And David Broser?</p> <p>22 A. Yes.</p> <p>23 Q. And it says, "In their individual</p> <p>24 capacity on behalf of all entities managed, owned</p> <p>25 or controlled in any way by Arnold or David Broser</p>
<p style="text-align: right;">Page 22</p> <p>1 Bowen</p> <p>2 ownership, and they share the profits and what</p> <p>3 have you. So I don't know how Kasowitz organizes</p> <p>4 things, but to that extent, would you view</p> <p>5 Mr. Hirschman as a either an equity partner or a</p> <p>6 true partner or a profit sharing partner?</p> <p>7 A. That is beyond the scope of what I'm</p> <p>8 prepared to attest to on behalf of the firm. I</p> <p>9 honestly don't know the answer to that question.</p> <p>10 Q. Okay. So who, in your view, is the</p> <p>11 \$15 million to be paid to?</p> <p>12 A. Well, the view of the firm is that</p> <p>13 the money is to be paid into -- into, I guess, a</p> <p>14 trust or into an escrow -- I forget how the</p> <p>15 wording works -- into an escrow that's to be held</p> <p>16 by me personally and in -- I shouldn't say</p> <p>17 personally, but me in my capacity as partner with</p> <p>18 the Kasowitz firm. But the disposition of that</p> <p>19 money, once -- if it is ever received -- is up to</p> <p>20 the AG Group.</p> <p>21 Q. When you say, "the AG Group" what do</p> <p>22 you mean by that?</p> <p>23 A. Well, the AG Group is defined in the</p> <p>24 AG/Trump Settlement Agreement.</p> <p>25 Q. Let's go ahead and mark that as</p>	<p style="text-align: right;">Page 24</p> <p>1 Bowen</p> <p>2 and which are in any way relating to the subject</p> <p>3 matter hereof."</p> <p>4 Do you see that? It's lines 4 and 5?</p> <p>5 A. Yes. That's the -- you read the</p> <p>6 parenthetical after David Broser? Yes.</p> <p>7 Q. So, what entities are those?</p> <p>8 A. I have no idea.</p> <p>9 Q. You don't know any -- you don't know</p> <p>10 the names of any entities associated with Broser?</p> <p>11 A. No.</p> <p>12 Q. Let's go back to Kasowitz 2 --</p> <p>13 A. Okay.</p> <p>14 Q. -- which is the first amendment.</p> <p>15 A. Right.</p> <p>16 Q. What are the circumstances by which</p> <p>17 this came about?</p> <p>18 A. I'm not sure that's within the scope</p> <p>19 of your subpoena, but I'm willing to give you some</p> <p>20 leeway.</p> <p>21 Q. I think there is a whole category.</p> <p>22 Well, all documents concerning any property</p> <p>23 -- it's No. 4. So you can answer, you can object,</p> <p>24 but that's my question.</p> <p>25 A. Well, I object that it's outside the</p>

<p style="text-align: right;">Page 25</p> <p>1 Bowen</p> <p>2 scope of the subpoena. Your authority is to look</p> <p>3 for assets that belong to Orly Genger or that are</p> <p>4 to be paid to her. I don't see how the context of</p> <p>5 this first amendment has anything to do with that</p> <p>6 for the reasons we just discussed.</p> <p>7 Q. Yet you produced it.</p> <p>8 A. Yes. Yes, we did because you</p> <p>9 specifically asked for it and you produced a copy</p> <p>10 to us but it was unsigned so we gave you the</p> <p>11 executed copy.</p> <p>12 Q. Okay. And you would agree --</p> <p>13 A. Just so it's perfectly clear that you</p> <p>14 have the operative document.</p> <p>15 Q. Okay. And you would agree with me,</p> <p>16 wouldn't you, that this document contemplates an</p> <p>17 eventually payment of up to \$15 million to you;</p> <p>18 correct?</p> <p>19 A. No.</p> <p>20 Q. No? What does it do? You tell me.</p> <p>21 A. It is a mechanism for payment under</p> <p>22 the AG/Trump Settlement Agreement that goes into</p> <p>23 an escrow account that would be set up by me</p> <p>24 and/or the Kasowitz firm per direction from the AG</p> <p>25 Group.</p>	<p style="text-align: right;">Page 27</p> <p>1 Bowen</p> <p>2 right. I don't -- it's beyond the scope.</p> <p>3 Q. Well, let's say they all get on the</p> <p>4 phone with you. Let's take out writing.</p> <p>5 A. What is the question?</p> <p>6 Q. Is it correct that the only way you</p> <p>7 will release the proceeds is if you are instructed</p> <p>8 by all four of those individuals to do so in the</p> <p>9 same manner?</p> <p>10 A. No, that is not correct.</p> <p>11 Q. How is it incorrect?</p> <p>12 A. There is no understanding that the</p> <p>13 firm is aware of that it's a majority vote or a</p> <p>14 consensus vote or anything like that. It's</p> <p>15 whatever -- whatever the agreement there is in and</p> <p>16 among the members of AG Group, the firm has no</p> <p>17 knowledge of that.</p> <p>18 Q. Is the AG Group a corporation?</p> <p>19 A. I have no idea.</p> <p>20 Q. A trust?</p> <p>21 A. I have no knowledge.</p> <p>22 Q. LLC?</p> <p>23 A. No knowledge.</p> <p>24 Q. When you say you are going to take</p> <p>25 instructions from the AG Group, how is that going</p>
<p style="text-align: right;">Page 26</p> <p>1 Bowen</p> <p>2 Q. And so when you say, "direction by</p> <p>3 the AG Group," what would you consider to be</p> <p>4 direction by the AG Group?</p> <p>5 A. I don't know how else to describe</p> <p>6 what I just described.</p> <p>7 Q. Let's assume a year from now \$15</p> <p>8 million comes in. What will it take for you to</p> <p>9 make a payment to anyone of that \$15 million?</p> <p>10 A. It would take direction from the AG</p> <p>11 Group.</p> <p>12 Q. Meaning what?</p> <p>13 A. Meaning direction from the members of</p> <p>14 the AG Group.</p> <p>15 Q. Meaning Arie Genger, Orly Genger, and</p> <p>16 the two Brosers?</p> <p>17 A. That's how it's defined to the firm's</p> <p>18 understanding in the relevant documents.</p> <p>19 Q. Okay. So, the only way you will</p> <p>20 release the proceeds at some -- if such proceeds</p> <p>21 should come in the future -- is from a written</p> <p>22 instrument signed by Arie Genger, Orly Genger,</p> <p>23 Arnold Broser and David Broser?</p> <p>24 A. I don't know if there is a</p> <p>25 requirement for a written instrument. It may be</p>	<p style="text-align: right;">Page 28</p> <p>1 Bowen</p> <p>2 to be communicated to you?</p> <p>3 A. I think that's beyond the scope of</p> <p>4 this deposition and beyond the scope of your</p> <p>5 authority under Article 52. With that objection,</p> <p>6 and without waiving that objection, I'm really not</p> <p>7 sure how to answer that question.</p> <p>8 How would that be communicated to me.</p> <p>9 Q. Look, in a few days we are going to</p> <p>10 go before a judge, just to be frank. The judge is</p> <p>11 going to want to know about this \$15 million. You</p> <p>12 are the escrow agent for the \$15 million. Clearly</p> <p>13 you know the circumstances under which you would</p> <p>14 release the \$15 million, so why don't you just</p> <p>15 share this with me now so that you don't</p> <p>16 unnecessarily annoy the federal judge?</p> <p>17 A. Is that a question?</p> <p>18 Q. It's a suggestion. I've asked</p> <p>19 several questions and you have been very</p> <p>20 disingenuous. Why don't you just try to answer</p> <p>21 them.</p> <p>22 A. Look. I don't understand why you are</p> <p>23 making this into a hostile, ad hominem attack on</p> <p>24 me.</p> <p>25 Q. I'm not making an ad hominem on you.</p>

<p style="text-align: right;">Page 29</p> <p>1 Bowen</p> <p>2 A. I'm speaking on behalf of the firm.</p> <p>3 I have --</p> <p>4 Q. You are saying you have \$15 million</p> <p>5 and you --</p> <p>6 A. Excuse me. Let me finish.</p> <p>7 Q. -- have no idea how it is going to.</p> <p>8 Do you understand how this is going to look when</p> <p>9 the judge sees this transcript? I'm trying to</p> <p>10 help because I don't want -- I don't need to make</p> <p>11 unnecessary motions. I'm just trying to collect</p> <p>12 some money here. I'm not trying to burden the</p> <p>13 court.</p> <p>14 A. You interrupted my answer. You spoke</p> <p>15 over me so that the court reporter couldn't take</p> <p>16 down what I was saying.</p> <p>17 Q. Knock yourself out.</p> <p>18 A. I'm not going to engage in this kind</p> <p>19 of argumentative behavior. I thought that we were</p> <p>20 going to be here as two professionals talking in a</p> <p>21 professional way. You have immediately devolved</p> <p>22 into your normal mode of behavior, which is ad</p> <p>23 hominem attack and unreasonable speeches on the</p> <p>24 record.</p> <p>25 Everything you said I disagree with. I have</p>	<p style="text-align: right;">Page 31</p> <p>1 Bowen</p> <p>2 Q. What does that mean?</p> <p>3 A. I don't know how else to explain it</p> <p>4 to you.</p> <p>5 Q. What does it mean?</p> <p>6 A. What do you not understand about it?</p> <p>7 Q. Tell me what it means to be at the</p> <p>8 direction of the AG Group?</p> <p>9 A. Well, first of all I object that this</p> <p>10 is outside the scope of your subpoena. If you had</p> <p>11 a basis to say that some of that money is either</p> <p>12 belongs to Orly Genger or is payable to Orly</p> <p>13 Genger, you can make that showing and we can have</p> <p>14 that discussion.</p> <p>15 Q. Well, I think we have a document</p> <p>16 here --</p> <p>17 A. We'll probably have to -- excuse me.</p> <p>18 I'm in the middle of my answer.</p> <p>19 Q. Okay.</p> <p>20 A. We'll probably have to litigate that,</p> <p>21 but as of right now I see that outside of the</p> <p>22 scope of your authority under Article 52 and</p> <p>23 outside the scope of this subpoena.</p> <p>24 However, without waiving that objection, I'm</p> <p>25 willing to give you some latitude which is what I</p>
<p style="text-align: right;">Page 30</p> <p>1 Bowen</p> <p>2 been very clear about the scope of which I'm</p> <p>3 prepared to answer and the scope within which we</p> <p>4 think your subpoena is authorized.</p> <p>5 If you want to continue this, you must deal</p> <p>6 with me civilly. If you do that again, I'm going</p> <p>7 to leave and then you can explain to the federal</p> <p>8 judge and you can go look at the ethical rules,</p> <p>9 the professional rules which require you to be</p> <p>10 civil, why it was you weren't able to complete</p> <p>11 this deposition.</p> <p>12 Q. I have been perfectly --</p> <p>13 A. Do you want to continue?</p> <p>14 Q. I have been perfectly civil with you.</p> <p>15 Your answers, frankly, are an embarrassment.</p> <p>16 A. Don't characterize my answers.</p> <p>17 That's not being civil. Ask a question. If you</p> <p>18 have objections to my answers, you can proceed.</p> <p>19 Q. Please testify as to under -- what</p> <p>20 circumstances you will release the proceeds</p> <p>21 pursuant to the document where you are the escrow</p> <p>22 agent?</p> <p>23 A. I have already testified. This is</p> <p>24 asked and answered -- I'll interpose that</p> <p>25 objection -- at the direction of the AG Group.</p>	<p style="text-align: right;">Page 32</p> <p>1 Bowen</p> <p>2 said and I'm willing to describe to you the firm's</p> <p>3 understanding of how this mechanism works.</p> <p>4 Q. So please proceed.</p> <p>5 A. Well, I have already told you that</p> <p>6 the AG Group has to give direction about how the</p> <p>7 money is disbursed after it hits the escrow</p> <p>8 account held by the firm.</p> <p>9 Q. Uh-huh.</p> <p>10 A. You asked me how is that direction</p> <p>11 going to be communicated. My response is, on</p> <p>12 behalf of the firm, however the AG Group wants to</p> <p>13 communicate it. It can be in writing, it can be a</p> <p>14 phone call. It would have to be something that</p> <p>15 could be documented I would assume just to, you</p> <p>16 know, discharge our recordkeeping responsibilities</p> <p>17 to show the flow of the money and, you know, 1099s</p> <p>18 and whatnot.</p> <p>19 And then you are asking me who can speak on</p> <p>20 behalf of the AG Group whether it has to be all</p> <p>21 four in consensus, whether it has to be a majority</p> <p>22 vote, whether somebody else can speak on behalf of</p> <p>23 the AG group and my answer is: We don't have any</p> <p>24 information about any agreements between the AG</p> <p>25 Group. We're not aware that there is any dispute</p>



<p style="text-align: right;">Page 33</p> <p>1 Bowen</p> <p>2 among the members of the AG Group, that there is</p> <p>3 any agreement among the AG Group about who can</p> <p>4 direct the money and who can't direct the money</p> <p>5 maybe. If that -- maybe that will become an issue</p> <p>6 down the road but we are not aware of it.</p> <p>7 Q. Are you aware of anyone who is</p> <p>8 authorized to speak on behalf of the AG Group?</p> <p>9 A. Well, my understanding is that the</p> <p>10 members of the AG are reflected in Exhibit 3,</p> <p>11 these four individual people, and then the</p> <p>12 entities as you have pointed out. I'm not aware</p> <p>13 of any issue about who the spokesperson for the</p> <p>14 group can be.</p> <p>15 If you are asking me can I identify who the</p> <p>16 spokesperson for the group is, the answer is no.</p> <p>17 We're not aware that a spokesperson has been</p> <p>18 designated. We're not aware that it's an issue.</p> <p>19 Q. Well, let me ask you: \$15 million</p> <p>20 comes in, Arie Genger calls you up and says, I'm</p> <p>21 speaking on behalf of the AG Group, will you send</p> <p>22 him the money?</p> <p>23 A. I can't really answer that question.</p> <p>24 It's a hypothetical. I'm not -- again, I think</p> <p>25 it's outside the scope of the subpoena so I'll</p>	<p style="text-align: right;">Page 35</p> <p>1 Bowen</p> <p>2 this document?</p> <p>3 A. Well, the trump Group signed Exhibit</p> <p>4 2, the members of the Trump Group did, so yes.</p> <p>5 Q. Were new notes issued pursuant to</p> <p>6 this document?</p> <p>7 A. No.</p> <p>8 Q. Promissory notes?</p> <p>9 A. I think there were amendments. It</p> <p>10 might have been a supplemental amendment. I don't</p> <p>11 recall. It just reflects the same information</p> <p>12 that's in this amendment.</p> <p>13 Q. I'm sorry. Can you just read that</p> <p>14 back.</p> <p>15 A. I will explain. If you read Exhibit</p> <p>16 2 you will see that it's making amendments about</p> <p>17 the direction of how the Trump group is to route</p> <p>18 the money. I believe and I'm going from memory</p> <p>19 here, that the note itself -- the originally</p> <p>20 issued note -- refereed to Watell.</p> <p>21 That there was either a supplemental</p> <p>22 attachment to the note or an amendment to the note</p> <p>23 that substituted Kasowitz firm, me, for Watell.</p> <p>24 Any changes to the note are changes that you see</p> <p>25 reflected here.</p>
<p style="text-align: right;">Page 34</p> <p>1 Bowen</p> <p>2 object on that basis, but in the spirit of giving</p> <p>3 you some latitude so that you have some</p> <p>4 transparency into this arrangement at least as far</p> <p>5 as the firm is aware, the answer is maybe yes,</p> <p>6 maybe no. I mean, if we don't hear from the other</p> <p>7 members of the group that there is some</p> <p>8 dissension, then the answer would be that we would</p> <p>9 follow that direction, hypothetically speaking.</p> <p>10 Q. If I ask that question for Orly</p> <p>11 Genger, would you give the same answer?</p> <p>12 A. If Orly Genger called up speaking on</p> <p>13 behalf of the AG Group? Yes, the same answer.</p> <p>14 Q. What about Arnold Broser?</p> <p>15 A. Same answer.</p> <p>16 Q. David Broser?</p> <p>17 A. Same answer.</p> <p>18 Q. Has any money been received pursuant</p> <p>19 to this document?</p> <p>20 A. No.</p> <p>21 Q. This Kasowitz 2?</p> <p>22 A. No.</p> <p>23 Q. Okay. Have there been any</p> <p>24 communications with members of the Trump Group</p> <p>25 about potential receipt of this money pursuant to</p>	<p style="text-align: right;">Page 36</p> <p>1 Bowen</p> <p>2 Q. And Kasowitz was in possession of the</p> <p>3 old notes?</p> <p>4 A. The answer to that is no.</p> <p>5 Q. What about the new notes? Or the</p> <p>6 amended notes?</p> <p>7 A. Yes.</p> <p>8 Q. You haven't produced those?</p> <p>9 A. No.</p> <p>10 Q. Why haven't you produced those?</p> <p>11 A. Because we don't see it within the</p> <p>12 scope of the subpoena or the scope of your -- the</p> <p>13 wording.</p> <p>14 Q. And the reason?</p> <p>15 A. If you want it, I will take it under</p> <p>16 advisement. I mean, we gave you the executed</p> <p>17 version of the first amendment because you gave it</p> <p>18 to us unsigned. In the spirit of full</p> <p>19 transparency, we wanted you to have the document</p> <p>20 that shows that that's the operative agreement so</p> <p>21 you don't have any confusion about it.</p> <p>22 Q. And in your view, why were the</p> <p>23 amended subordinated notes production of the</p> <p>24 amendment subordinated notes beyond the scope of</p> <p>25 the subpoena?</p>

<p style="text-align: right;">Page 37</p> <p>1 Bowen</p> <p>2 A. Because it doesn't reflect assets</p> <p>3 owned by Orly or to be paid to Orly.</p> <p>4 Q. Why not?</p> <p>5 A. I don't know what you mean "why not,"</p> <p>6 it doesn't.</p> <p>7 Q. Well, because it's to be paid to a</p> <p>8 quote, unquote, group of which Orly is one member;</p> <p>9 correct?</p> <p>10 A. Well, your statement that she is a</p> <p>11 member of the AG Group is correct.</p> <p>12 Q. And the notes are to be paid to the AG</p> <p>13 Group; correct?</p> <p>14 A. No. They are to be paid at the</p> <p>15 direction of the AG Group.</p> <p>16 Q. Okay. And the AG Group is not in</p> <p>17 itself some sort of corporation or partnership as</p> <p>18 far you know. It's not some sort of legal entity;</p> <p>19 correct?</p> <p>20 A. The firm has no information about</p> <p>21 that.</p> <p>22 Q. Okay. But to the best of your</p> <p>23 knowledge, you're not aware of any legal entity</p> <p>24 created that's known as the AG Group?</p> <p>25 A. The firm is not.</p>	<p style="text-align: right;">Page 39</p> <p>1 Bowen</p> <p>2 Q. Well, has the AG Group shared its</p> <p>3 intention as to how, if the money is received, it</p> <p>4 intends to direct you to disburse it?</p> <p>5 A. No. Other than it's our</p> <p>6 understanding, again, based on communications that</p> <p>7 I can't parse out, that Orly Genger has no claim</p> <p>8 to any of that money nor is any of that money</p> <p>9 being paid to her.</p> <p>10 Q. What is your understanding based on?</p> <p>11 A. I already explained to you that I</p> <p>12 can't parse out what communications that's based</p> <p>13 on because some are privileged and some are not.</p> <p>14 And it's just -- it's an impossibility to try and</p> <p>15 make that kind of fine distinction, but it</p> <p>16 involved communications with our client and it</p> <p>17 involved communications with the members of the AG</p> <p>18 Group.</p> <p>19 Q. Okay. Is Arnold Broser a client of</p> <p>20 the firm with respect to this matter?</p> <p>21 A. Not with respect to the Gengers, no.</p> <p>22 Q. With respect to anything else?</p> <p>23 A. No. Well, I don't know.</p> <p>24 Q. That you are aware?</p> <p>25 A. Well, I -- I don't know.</p>
<p style="text-align: right;">Page 38</p> <p>1 Bowen</p> <p>2 Q. Okay. So we have notes to be paid at</p> <p>3 the direction of a group of which Orly is one</p> <p>4 member and yet you are taking the position that</p> <p>5 that is not, in any way, relevant to that process</p> <p>6 by which we seek to identify assets potentially</p> <p>7 payable to Orly Genger herself?</p> <p>8 A. That's correct because as I testified</p> <p>9 earlier, it is the firm's understanding that there</p> <p>10 is no -- there is no arrangement that any amount</p> <p>11 of that money is to be paid to Orly or that she</p> <p>12 owns or has any claims to any amount of that</p> <p>13 money.</p> <p>14 Q. What is the firm's understanding as</p> <p>15 to how that money is to be disbursed if received?</p> <p>16 A. It's up to the AG Group. It has</p> <p>17 nothing to do with any kind of ownership claim by</p> <p>18 Orly.</p> <p>19 Q. Has the AG Group shared that</p> <p>20 understanding with Kasowitz?</p> <p>21 A. That's the firm's understanding. I'm</p> <p>22 not going to try and parse out what part of that</p> <p>23 may be protected by privilege and what part of it</p> <p>24 is coming through third party communications. I'm</p> <p>25 not in a position to do that.</p>	<p style="text-align: right;">Page 40</p> <p>1 Bowen</p> <p>2 Q. In which you, Michael Bowen, are</p> <p>3 aware?</p> <p>4 A. Well, I'm not really here testifying</p> <p>5 on my behalf to try and move this along. I can</p> <p>6 say that it's without the scope of the subpoena so</p> <p>7 I didn't do any reasonable inquiry trying to</p> <p>8 figure out if the firm represents the Brosers in</p> <p>9 any, you know, any other matter totally unrelated</p> <p>10 to this. I have no knowledge of that. I guess,</p> <p>11 just to help you, I will volunteer in my</p> <p>12 individual capacity, I have to idea.</p> <p>13 Q. Let me just limit it to this.</p> <p>14 Limited to this, Arnold Broser is not a client of</p> <p>15 the firm?</p> <p>16 A. That's correct.</p> <p>17 Q. And what about David Broser?</p> <p>18 A. Same answer.</p> <p>19 Q. What about Arie Genger?</p> <p>20 A. Arie Genger is a little more</p> <p>21 complicated because we -- the firm has appeared on</p> <p>22 his behalf in some of his litigations involving</p> <p>23 disputes with Sagi Genger, who may or may not be</p> <p>24 related to this settlement agreement because it's</p> <p>25 so convoluted. I don't know the answer to that.</p>

<p style="text-align: right;">Page 41</p> <p>1                   Bowen</p> <p>2       Q.   With respect to this settlement</p> <p>3 agreement, you are not able tell me whether the</p> <p>4 firm believes it has a privileged attorney-client</p> <p>5 relationship with Arie Genger?</p> <p>6       A.   That's correct. I'd have to look</p> <p>7 into that.</p> <p>8       Q.   And the reason I ask is because you</p> <p>9 declined to answer certain questions with regard</p> <p>10 to your knowledge of the ultimate disposition o</p> <p>11 these proceeds on privileged grounds.</p> <p>12       So, when you make that objection, are you</p> <p>13 specifically speaking of Orly's privilege or are</p> <p>14 you speaking also of a potential privilege with</p> <p>15 Arie?</p> <p>16       A.   Well, I haven't declined to answer</p> <p>17 anything. I have answered all of your questions.</p> <p>18 I have interposed objections that constrain the</p> <p>19 information that I can provide.</p> <p>20       It is certainly the case that we represent</p> <p>21 Orly Genger in all aspects of her dispute --</p> <p>22 disputes, plural, with Sagi Genger, and certainly</p> <p>23 in connection with the AG/Trump Group Settlement</p> <p>24 Agreement so that prohibits me from divulging</p> <p>25 communications that we have had with members of</p>	<p style="text-align: right;">Page 43</p> <p>1                   Bowen</p> <p>2 privilege with, and you said, "Orly and maybe</p> <p>3 Arie." What I'd like for you to do is to identify</p> <p>4 for me any communications you have had with anyone</p> <p>5 who is not Orly Genger or Arie to the extent you</p> <p>6 are maintaining a privileged relationship with him</p> <p>7 with respect to this matter with regard to the</p> <p>8 ultimate disposition of the \$15 million?</p> <p>9       A.   I can't answer that question because</p> <p>10 you -- you made some misstatements in there about</p> <p>11 what I have said just moments ago. So I can't</p> <p>12 adopt your long preamble and now, because you</p> <p>13 interrupted me when I tried to correct you, I</p> <p>14 don't remember what it was you were saying that it</p> <p>15 was mistaken.</p> <p>16       Q.   I can do without the preamble.</p> <p>17       A.   I'd like to correct the preamble.</p> <p>18       Q.   You can read it back and make any</p> <p>19 corrections you want.</p> <p>20           (Readback of prior question.)</p> <p>21       THE WITNESS: So you are mistaken in</p> <p>22 saying that I'm constrained from telling</p> <p>23 you the basis for the understanding. I</p> <p>24 told you the basis for the understanding.</p> <p>25 You didn't ask to get into the</p>
<p style="text-align: right;">Page 42</p> <p>1                   Bowen</p> <p>2 the AG Group to come to conclusions or the</p> <p>3 understanding that we have. It's not really</p> <p>4 conclusions, it's really just our understanding.</p> <p>5       Q.   So you are declining or you feel</p> <p>6 constrained not to identify communications with</p> <p>7 any of the four members of the AG Group? Is that</p> <p>8 what I understood your last answer to mean?</p> <p>9       A.   I can't parse out how we came to the</p> <p>10 understanding based on who told us what, because</p> <p>11 some of that is privileged and I'm not going to</p> <p>12 give you unprivileged communications so you can</p> <p>13 deduce privileged information.</p> <p>14       Q.   Well, let's put aside what I can</p> <p>15 deduce and not deduce. You have made a statement</p> <p>16 that Kasowitz believes that none of the \$15</p> <p>17 million will ultimately be paid to Orly. I have</p> <p>18 asked you the basis for that understanding and you</p> <p>19 said it's -- you're constrained by the privilege</p> <p>20 from answering it. I have asked who that</p> <p>21 privilege is with --</p> <p>22       A.   I've got to correct you.</p> <p>23       Q.   Hold on. Let me finish and then you</p> <p>24 can correct everything I said that is wrong.</p> <p>25 I've asked you the basis for who you had the</p>	<p style="text-align: right;">Page 44</p> <p>1                   Bowen</p> <p>2 communications that -- the substance of</p> <p>3 the communications that the firm has had,</p> <p>4 I presume the question is with each member</p> <p>5 of the AG Group on that topic, and my</p> <p>6 answer to that is:</p> <p>7       Because of the privilege, I cannot</p> <p>8 parse out which information came from</p> <p>9 which member of the AG Group, or how many</p> <p>10 discussions we had over what period of</p> <p>11 time or who had these discussions on</p> <p>12 behalf of the firm. That's not within the</p> <p>13 scope of preparing for this deposition so</p> <p>14 I don't have that information at my</p> <p>15 fingertips.</p> <p>16       And then, on top of that, there are</p> <p>17 privilege concerns because some of that</p> <p>18 information certainly came from Orly</p> <p>19 Genger who is a client and some came from</p> <p>20 Arie Genger who may be a client for these</p> <p>21 purposes. I'm not clear on that on behalf</p> <p>22 of the firm. That would take further</p> <p>23 investigation on my part.</p> <p>24       Q.   Let me just limit it to the Brosers.</p> <p>25 What communications have you had with Brosers with</p>

<p style="text-align: right;">Page 45</p> <p>1 Bowen</p> <p>2 respect to the ultimate disposition of the</p> <p>3 proceeds?</p> <p>4 A. Other than telling you that there</p> <p>5 were communications with the Brosers between the</p> <p>6 Brosers and the firm on that topic I cannot get</p> <p>7 into details of the communications. That's not</p> <p>8 available to me.</p> <p>9 Q. Why can't you?</p> <p>10 A. That's not something that I prepared</p> <p>11 in anticipation of the testimony today. I did not</p> <p>12 see it within the scope of the subpoena or</p> <p>13 relevant to your inquiry.</p> <p>14 Q. Why did you not see it within the</p> <p>15 scope of the subpoena?</p> <p>16 A. The question is: Did the firm have</p> <p>17 an understanding that anything relating to the</p> <p>18 settlement agreement or the \$15 million notes, you</p> <p>19 know, minus whatever setoffs the Trump Group is</p> <p>20 going to claim. And that payment mechanism, if</p> <p>21 anything related to that has a relationship to or</p> <p>22 assets owned by Orly or assets to be paid to Orly,</p> <p>23 and the firm's understanding is that it does not.</p> <p>24 So how the firm came to that understanding</p> <p>25 and what goes into that understanding and what</p>	<p style="text-align: right;">Page 47</p> <p>1 Bowen</p> <p>2 last summer, in 2017. It certainly predates that</p> <p>3 so it's a series of communications that goes back</p> <p>4 many years.</p> <p>5 Q. When you say, "many years" what is</p> <p>6 the start of that?</p> <p>7 A. When was the trial that we did in</p> <p>8 front of Judge Jaffe</p> <p>9 Q. In 2015?</p> <p>10 A. Yeah, so it started in that time</p> <p>11 period to the present.</p> <p>12 Q. So who does have a claim to those</p> <p>13 assets if not Orly? To those proceeds if not</p> <p>14 Orly?</p> <p>15 A. Well, since it's at the control of</p> <p>16 the AG Group, I think the AG Group would have that</p> <p>17 understanding. The firm does not.</p> <p>18 (Recess taken.)</p> <p>19 BY MR. DELLAPORTAS:</p> <p>20 Q. I'm going to just clarify one of your</p> <p>21 prior answers.</p> <p>22 A. Sure.</p> <p>23 Q. When you say that Orly Genger has no</p> <p>24 claim to the payments made under the note, are you</p> <p>25 saying that the money -- that the money is going</p>
<p style="text-align: right;">Page 46</p> <p>1 Bowen</p> <p>2 other people may have claims to that money or</p> <p>3 don't have claims to that money, all of that is</p> <p>4 irrelevant to us and irrelevant to your subpoena.</p> <p>5 Once the firm has the understanding that it</p> <p>6 is not an asset of Orly and it's not payable to</p> <p>7 Orly, that answers your question.</p> <p>8 Q. And so even if the firm has an</p> <p>9 understanding as to whom that money is payable to,</p> <p>10 you're not going to share that with me here today?</p> <p>11 A. It's payable at the direction of the</p> <p>12 AG Group, the AG Group has given us no direction</p> <p>13 on where the money is to be paid.</p> <p>14 Q. How do you know that it is not</p> <p>15 ultimately to be paid in part to Orly Genger?</p> <p>16 A. Because our understanding, based on</p> <p>17 communications that we have had with members of</p> <p>18 the AG Group, Orly has no claim to any of that</p> <p>19 money and none of that money is payable to her.</p> <p>20 Q. What's that understanding -- I'm</p> <p>21 sorry, when were those communications made?</p> <p>22 A. Over the course of multiple years</p> <p>23 going back to at least the day of the amendment.</p> <p>24 I think even earlier than this. What's the date</p> <p>25 of this? June of -- no. This is dated, I think,</p>	<p style="text-align: right;">Page 48</p> <p>1 Bowen</p> <p>2 to AG Group, and beyond that you don't know what</p> <p>3 they plan to do with it, or are you saying that</p> <p>4 you have knowledge that the AG Group will not be</p> <p>5 transmitting any of that to Orly Genger?</p> <p>6 A. The latter.</p> <p>7 Q. Okay.</p> <p>8 MR. DELLAPORTAS: I would like to</p> <p>9 next mark as Kasowitz 4 a document</p> <p>10 entitled: "Satisfaction of Judgment"</p> <p>11 dated March 28, 2018.</p> <p>12 (Exhibit 4 was so marked for</p> <p>13 identification.)</p> <p>14 BY MR. DELLAPORTAS:</p> <p>15 Q. Mr. Bowen, this is a satisfaction of</p> <p>16 judgment in the predecessor case in which your</p> <p>17 firm represented Ms. Genger; correct?</p> <p>18 A. It's a 2014 case?</p> <p>19 Q. Yes.</p> <p>20 A. Yes. That's correct.</p> <p>21 Q. And this payment was -- this</p> <p>22 satisfaction was filed on March 28, 2018?</p> <p>23 A. According to the document, yes.</p> <p>24 Q. Okay. And the third whereas clause</p> <p>25 says that, "Whereas Orly Genger caused the</p>

<p style="text-align: right;">Page 49</p> <p>1 Bowen</p> <p>2 \$21,005.24 to be paid on March 27, 2018."</p> <p>3 A. I see that.</p> <p>4 Q. And it was signed and filed by</p> <p>5 Kasowitz; correct?</p> <p>6 A. Yes.</p> <p>7 Q. How did Ms. Genger make that payment?</p> <p>8 A. I have no knowledge.</p> <p>9 Q. Do you know where the money came</p> <p>10 from?</p> <p>11 A. No.</p> <p>12 Q. And Kasowitz doesn't know where the</p> <p>13 money came from?</p> <p>14 A. I don't believe so. I don't believe</p> <p>15 this went to Kasowitz.</p> <p>16 Q. How did Kasowitz have the comfort</p> <p>17 level to file a statement in federal court saying</p> <p>18 a payment was made?</p> <p>19 A. I don't understand your question.</p> <p>20 Are you saying that we didn't have a reasonable</p> <p>21 basis to make that statement? Did you receive the</p> <p>22 money? Your client should know whether or not he</p> <p>23 received the money. We never heard any complaint</p> <p>24 that the money was not received.</p> <p>25 Q. What was the basis for your belief</p>	<p style="text-align: right;">Page 51</p> <p>1 Bowen</p> <p>2 My question is: Where did that come from?</p> <p>3 A. That's a false premise. Why would</p> <p>4 you possibly say that.</p> <p>5 (Laughter.)</p> <p>6 Why are you laughing?</p> <p>7 Q. Because you are being an idiot.</p> <p>8 That's fine.</p> <p>9 A. So you just called me an idiot.</p> <p>10 Calling me an idiot in a federal deposition is</p> <p>11 against your ethical obligations.</p> <p>12 Q. Can you answer the question?</p> <p>13 A. Can you acknowledge the fact that you</p> <p>14 just violated your ethical obligations by calling</p> <p>15 me an idiot?</p> <p>16 Q. Can you answer the question?</p> <p>17 A. Do you want to retract that statement</p> <p>18 or do something to try and fix the fact that you</p> <p>19 just made another ad hominem attack after I told</p> <p>20 you that I will not tolerate that?</p> <p>21 Q. Can you please answer the question?</p> <p>22 A. If you acknowledge the fact that you</p> <p>23 are out of line and you retract your statement.</p> <p>24 Q. I will correct it: Your answer was</p> <p>25 idiotic.</p>
<p style="text-align: right;">Page 50</p> <p>1 Bowen</p> <p>2 that the \$21,000 and so forth, was paid by Orly</p> <p>3 Genger on March 27, 2018?</p> <p>4 A. That's beyond the scope of your</p> <p>5 subpoena, number one. It's trying to invade</p> <p>6 privilege, number two. Number three, do you have</p> <p>7 the basis to say the money wasn't paid? Is what</p> <p>8 you are saying is that the money was not paid? Is</p> <p>9 that what your claim is?</p> <p>10 Q. Well, I'm just here to ask</p> <p>11 questions --</p> <p>12 A. Is that implicit in your questions?</p> <p>13 Q. -- not to answer questions.</p> <p>14 A. Let me put it this way: To the</p> <p>15 extent that you are implicit in your question of</p> <p>16 the claim that \$21,005.24 reflected on Exhibit 4</p> <p>17 was not in fact paid in full satisfaction of the</p> <p>18 judgment, then to the extent that that is what you</p> <p>19 are saying, we -- we reject that claim. We have</p> <p>20 no information that it was not paid.</p> <p>21 Q. Implicit in my question is that if</p> <p>22 Kasowitz was being truthful in his representation</p> <p>23 in federal court, then Ms. Genger, at one point in</p> <p>24 time, during the course of this litigation, had</p> <p>25 access to \$21,000 in order to make that payment.</p>	<p style="text-align: right;">Page 52</p> <p>1 Bowen</p> <p>2 A. Fine. That's still an ad hominem</p> <p>3 attack. Do you think that's better? Do you know</p> <p>4 a federal judge is going to be reviewing this</p> <p>5 transcript? Fine. I will take that as your -- as</p> <p>6 your position. I'll make sure a federal judge</p> <p>7 reviews this transcript.</p> <p>8 Q. Wonderful. Can you now answer the</p> <p>9 question?</p> <p>10 A. State your question again, please.</p> <p>11 Q. Can you read back the last question.</p> <p>12 (Question read back.)</p> <p>13 BY MR. DELLAPORTAS:</p> <p>14 Q. If Kasowitz was being truthful in his</p> <p>15 representation to the federal court that Orly paid</p> <p>16 -- cause to be paid \$21,000, implicit within that</p> <p>17 is that Orly at one time had access to \$21,000 and</p> <p>18 my question is: What is Kasowitz' knowledge with</p> <p>19 respect to the source of that asset?</p> <p>20 A. I can't answer that question because</p> <p>21 you have false premises. The fact that somebody</p> <p>22 has paid a judgment doesn't mean that that person</p> <p>23 had the assets to pay the judgment. You can ask a</p> <p>24 third party to pay the judgment. You can obtain</p> <p>25 loans which means you are taking on even more debt</p>

<p style="text-align: right;">Page 53</p> <p>1                   Bowen</p> <p>2 to pay the judgment.</p> <p>3       Q.   So which is it?</p> <p>4       A.   So I don't know, but I can't answer</p> <p>5 the question with all of those presuppositions</p> <p>6 that you put in there, which are not necessarily</p> <p>7 true. Leaving that aside, if your question is,</p> <p>8 what does the firm know about where Orly Genger</p> <p>9 got the money to pay this judgment, this amount of</p> <p>10 money that is reflected in Exhibit 4, the answer</p> <p>11 is, which I think I told you before, we don't</p> <p>12 know.</p> <p>13       Q.   That includes Mr. Hirschman? He</p> <p>14 doesn't know how his wife paid that judgment?</p> <p>15       A.   I don't know how a spouse or the</p> <p>16 information a spouse had in relationship to a</p> <p>17 spouse. I'm not here testifying on behalf of</p> <p>18 Mr. Hirschman. And there are spousal privileges</p> <p>19 that may or may apply to that information. I can</p> <p>20 only speak on behalf of the firm.</p> <p>21       On behalf of the firm, we have no knowledge</p> <p>22 about where that money was sourced from or even</p> <p>23 how it was transmitted. I guess I have to look at</p> <p>24 how it was transmitted. I may -- the firm may</p> <p>25 have that information. It was not something I</p>	<p style="text-align: right;">Page 55</p> <p>1                   Bowen</p> <p>2 I'm here --</p> <p>3               (Talking over each other.)</p> <p>4       Q.   That's a serious question.</p> <p>5       A.   -- trying to give you serious and</p> <p>6 professional and careful answers on behalf of the</p> <p>7 firm.</p> <p>8       Q.   Okay. Well, one is them is: Whose</p> <p>9 signature is that on page 2?</p> <p>10       A.   Which exhibit?</p> <p>11       Q.   Kasowitz 1.</p> <p>12       A.   That's my signature.</p> <p>13       Q.   And so at the time you made this, you</p> <p>14 had no idea how Orly came to pay the \$21,000?</p> <p>15       A.   It's asked and answered, but I will</p> <p>16 try and explain it again to you. The firm has no</p> <p>17 information about the source of those funds. It</p> <p>18 may have information about the mechanism of how</p> <p>19 the funds were transferred, but I did not prepare</p> <p>20 that information for today. I don't personally</p> <p>21 have it and I did not prepare that information for</p> <p>22 today, because it was not identified as a topic</p> <p>23 for this deposition.</p> <p>24       By the way, this also doesn't refer to</p> <p>25 assets that Orly owns or that are payable to Orly.</p>
<p style="text-align: right;">Page 54</p> <p>1                   Bowen</p> <p>2 prepared for today because you didn't identify it</p> <p>3 as a topic in your subpoena.</p> <p>4       But, in any event, to suggest that Kasowitz</p> <p>5 as a firm is acting in bad faith because it didn't</p> <p>6 have a good faith basis for filing this</p> <p>7 satisfaction of judgment, on behalf of the firm, I</p> <p>8 completely reject that and I think it's unethical</p> <p>9 and unprofessional for you even to suggest it.</p> <p>10 That's my answer.</p> <p>11       Q.   First of all, you're being</p> <p>12 disingenuous. There was no suggestion that you</p> <p>13 were acting in bad -- the firm was acting in bad</p> <p>14 faith in filing this piece of paper. I do think</p> <p>15 there is a serious question in that regard with</p> <p>16 respect to your answers here today but we will</p> <p>17 proceed.</p> <p>18       Is that your signature on page 2 or is that</p> <p>19 Mr. Hirschmann?</p> <p>20       A.   Well, I will just note that, once</p> <p>21 again, you are making an ad hominem attack.</p> <p>22       Q.   I'm clarifying an allegation you made</p> <p>23 against me.</p> <p>24       A.   You're making an ad hominem attack on</p> <p>25 me and you are saying I'm acting in bad faith when</p>	<p style="text-align: right;">Page 56</p> <p>1                   Bowen</p> <p>2       Q.   And when you say "the firm" you are</p> <p>3 excluding Mr. Hirschman who is a partner of the</p> <p>4 firm?</p> <p>5       A.   Absolutely not.</p> <p>6       Q.   So you are saying Mr. Hirschman has</p> <p>7 no idea where that money came from?</p> <p>8       A.   Absolutely not. I'm speaking only on</p> <p>9 behalf of the firm.</p> <p>10       Q.   And you understand that the firm is</p> <p>11 comprised of its partners; correct?</p> <p>12       A.   Yes.</p> <p>13       Q.   Mr. Hirschman is one of its partners?</p> <p>14       A.   Yes.</p> <p>15       Q.   If fact, he was the -- listed as the</p> <p>16 lead counsel with respect to the matter in which</p> <p>17 the satisfaction of judgment was filed.</p> <p>18       A.   That may be.</p> <p>19       Q.   He is not just some random partner</p> <p>20 who I picked out of the website. He was actually</p> <p>21 the lead partner and lead attorney with respect to</p> <p>22 the matter that I'm now asking you about; correct?</p> <p>23       A.   Asked and answered.</p> <p>24       Q.   Okay. And so when you're speaking</p> <p>25 that the firm doesn't know where this \$21,000 came</p>

<p style="text-align: right;">Page 57</p> <p>1 Bowen</p> <p>2 from, are you including Mr. Hirschman in that or</p> <p>3 are you excluding Mr. Hirschman from that?</p> <p>4 A. Speaking on the information that is</p> <p>5 available to the firm, qua firm, that</p> <p>6 Mr. Hirschman has information available to him,</p> <p>7 qua spouse -- I'm not privy to that information</p> <p>8 speaking only on behalf of the firm. Speaking on</p> <p>9 behalf of the firm, I'm not excluding any</p> <p>10 available source of information available to the</p> <p>11 firm.</p> <p>12 Q. And how do you parse through, in your</p> <p>13 mind, what Mr. Hirschman knows qua firm versus qua</p> <p>14 spouse?</p> <p>15 A. I don't even know how to answer that</p> <p>16 question.</p> <p>17 Q. It was the basis upon which you</p> <p>18 answered the last question so I'd like to probe</p> <p>19 the basis on which you answered the last question.</p> <p>20 A. Let me put it this way: I didn't</p> <p>21 interview Mr. Hirschman to invade his marital</p> <p>22 relationships with his wife. I didn't ask him</p> <p>23 about personal information of any sort at any</p> <p>24 time. I am, however, privy to information that</p> <p>25 Mr. Hirschman has that's relevant to your</p>	<p style="text-align: right;">Page 59</p> <p>1 Bowen</p> <p>2 something to that extent, which is, I think, part</p> <p>3 of this 2014 proceeding, if I remember right.</p> <p>4 Q. Does Ms. Genger pay for your</p> <p>5 services? Pay the firm?</p> <p>6 A. That's privileged information. I'm</p> <p>7 not getting into any financial arrangements</p> <p>8 between Orly Genger and the firm other than to</p> <p>9 tell you that there is no money or assets that</p> <p>10 belong to her or that are payable to her in that</p> <p>11 relationship.</p> <p>12 Q. Can you read that back.</p> <p>13 (Readback of prior question.)</p> <p>14 BY MR. DELLAPORTAS:</p> <p>15 Q. What do you mean by that?</p> <p>16 A. I mean, there is no money going the</p> <p>17 other way. Meaning the firm doesn't hold assets</p> <p>18 for Orly Genger and there are no assets or funds</p> <p>19 that are payable to Orly Genger that the firm has.</p> <p>20 For example, sometimes clients pay a retainer that</p> <p>21 has not been charged against yet. There's nothing</p> <p>22 like that in this relationship.</p> <p>23 Q. Okay. Have payments been made during</p> <p>24 the relationship from Orly Genger to the firm?</p> <p>25 A. I'm not privy to answer that</p>
<p style="text-align: right;">Page 58</p> <p>1 Bowen</p> <p>2 subpoena. And that is available to the firm</p> <p>3 meaning it's information that he learned in his</p> <p>4 capacity as a lawyer at the firm.</p> <p>5 Q. When you said you didn't interview</p> <p>6 him about his marital communications, did you</p> <p>7 interview Mr. Hirschman at all with respect to</p> <p>8 your preparation for this?</p> <p>9 A. I'm not providing any answers about</p> <p>10 what I did to prepare for this deposition other</p> <p>11 than saying that I made reasonable inquiry and I</p> <p>12 made reasonable searches and drawing upon my own</p> <p>13 personal experiences as a partner at the firm, and</p> <p>14 as a lawyer for Orly Genger, since we became</p> <p>15 involved in the Genger affairs on behalf of Orly</p> <p>16 Genger in, I guess, that was 2015.</p> <p>17 Q. Let me ask you more generally: What</p> <p>18 bank accounts are you aware that Ms. Genger</p> <p>19 currently has access to?</p> <p>20 A. The firm is aware of no bank accounts</p> <p>21 that she has that is in her name or that belong to</p> <p>22 her. I have anecdotal information that -- that</p> <p>23 belongs to the firm that she had some kind of an</p> <p>24 account that was attached, I think, by your client</p> <p>25 that had a few thousand dollars, like, \$8,000 or</p>	<p style="text-align: right;">Page 60</p> <p>1 Bowen</p> <p>2 question; it's privileged information.</p> <p>3 Q. What's your basis for saying that's</p> <p>4 privileged information?</p> <p>5 A. Because the relationship between</p> <p>6 attorney-client is highly confidential and most</p> <p>7 often privileged. Unless you have some authority</p> <p>8 you want to talk about, we can reconsider it. You</p> <p>9 have to have a reason if you are going to get into</p> <p>10 the financial relationship with an attorney and a</p> <p>11 client.</p> <p>12 Q. Yes.</p> <p>13 A. Given the fact that you are looking</p> <p>14 for assets I'm comfortable in telling you that</p> <p>15 there has been no payment of any sort from Orly</p> <p>16 Genger to my firm in this year, 2018.</p> <p>17 Q. What about during the -- since the</p> <p>18 lawsuit was filed in October 2017?</p> <p>19 A. I'm not -- I think that information</p> <p>20 would both be irrelevant and protected by</p> <p>21 privilege.</p> <p>22 Q. Why in your view would it be</p> <p>23 irrelevant?</p> <p>24 A. It's not identifying assets that</p> <p>25 belong to Orly Genger or that are payable to Orly</p>

<p style="text-align: right;">Page 61</p> <p>1 Bowen</p> <p>2 Genger.</p> <p>3 Q. And you don't believe that if Orly</p> <p>4 Genger made a payment from an account less than a</p> <p>5 year ago, that might not have some bearing on the</p> <p>6 location of her assets today? You are so</p> <p>7 confident in that that you are willing to have the</p> <p>8 direction to yourself not to answer that question</p> <p>9 in the context of discovery?</p> <p>10 A. I don't understand your question. If</p> <p>11 your question is: Is the firm aware of the bank</p> <p>12 account that it received funds from and the bank</p> <p>13 account belongs to Orly Genger, the answer to that</p> <p>14 question is no. The firm is not aware -- other</p> <p>15 than the one account I identified a moment ago,</p> <p>16 which had \$8,000 in it and I believe that was</p> <p>17 attached by your client in the prior proceeding,</p> <p>18 sub district, I believe, I may be getting those</p> <p>19 facts mixed up in my head, but again, to try and</p> <p>20 reframe your question so I understand it.</p> <p>21 If your question is: Did the firm ever</p> <p>22 receive any payment from Orly Genger from a bank</p> <p>23 account that the firm can identify as belonging to</p> <p>24 Orly Genger? The answer is no.</p> <p>25 Q. When you use the term "belong" --</p>	<p style="text-align: right;">Page 63</p> <p>1 Bowen</p> <p>2 A. The firm has no information about</p> <p>3 that.</p> <p>4 Q. So you are representing that the firm</p> <p>5 does not know how Ms. Genger made that \$58,000</p> <p>6 payment?</p> <p>7 A. No. That's a separate question. The</p> <p>8 first question was what's the source and the</p> <p>9 answer is that the firm does not know the source.</p> <p>10 The second question is how the payment was made.</p> <p>11 The answer to that is that the firm may have that</p> <p>12 information, but I didn't research that and I'm</p> <p>13 not prepared to address it because it wasn't</p> <p>14 within the scope of your subpoena.</p> <p>15 Had you identified it I could have given you</p> <p>16 a definitive answer. So we made no, you know,</p> <p>17 whatever mechanism or method or route the money</p> <p>18 went, but I don't have that information at the tip</p> <p>19 of my finger tips right here today.</p> <p>20 Q. So, your view is that Ms. Genger's</p> <p>21 access to \$58,000 just a few months ago, was not</p> <p>22 within the scope of our subpoena?</p> <p>23 A. No. I didn't testify to that. I</p> <p>24 testified that had you identified that one of the</p> <p>25 topics that you wanted to discuss was the method</p>
<p style="text-align: right;">Page 62</p> <p>1 Bowen</p> <p>2 "an account belonging to Orly Genger," what do you</p> <p>3 mean by that?</p> <p>4 A. I mean an account that is either for</p> <p>5 her benefit or that she controls.</p> <p>6 MR. DELLAPORTAS: We'll mark Kasowitz</p> <p>7 5 a document entitled "Satisfaction of</p> <p>8 Judgment" dated May 8, 2018.</p> <p>9 (Exhibit 5 was so marked for</p> <p>10 identification.)</p> <p>11 BY MR. DELLAPORTAS:</p> <p>12 Q. This is, again, a document that your</p> <p>13 firm filed it looks like May 2018. Do you</p> <p>14 recognize it?</p> <p>15 A. Yes.</p> <p>16 Q. Is that your signature on the second</p> <p>17 page?</p> <p>18 A. Yes.</p> <p>19 Q. It reflects that a judgment was</p> <p>20 satisfied to Ms. Dahlia Genger in the amount of</p> <p>21 \$58,059.30.</p> <p>22 Do you see that?</p> <p>23 A. Yes.</p> <p>24 Q. What was the source of the payment</p> <p>25 for that \$58,000?</p>	<p style="text-align: right;">Page 64</p> <p>1 Bowen</p> <p>2 or manner in which these satisfaction -- excuse</p> <p>3 me -- these judgments were paid that are reflected</p> <p>4 in these two documents Exhibits 4 and 5, I could</p> <p>5 have been prepared to address that because it may</p> <p>6 very well be that the firm does know how those</p> <p>7 payments were made</p> <p>8 Q. Well, one of the subjects are</p> <p>9 assets --</p> <p>10 A. Excuse me, one second.</p> <p>11 Q. -- of Ms. Genger?</p> <p>12 A. I have to finish that answer.</p> <p>13 Q. Okay.</p> <p>14 A. You also said that the fact that she</p> <p>15 had access to this money and you made a comment</p> <p>16 that that should be relevant within the scope of</p> <p>17 your subpoena --</p> <p>18 Q. One would think.</p> <p>19 A. Well, I understand that you are</p> <p>20 expressing your view -- your own personal view of</p> <p>21 that -- but logic kind of dictates that that may</p> <p>22 or may not be true because it always is the case</p> <p>23 that an impecunious person can have a debt paid by</p> <p>24 somebody else on their behalf, now whether that</p> <p>25 happened here or not, I have no information. The</p>



<p style="text-align: right;">Page 65</p> <p>1 Bowen</p> <p>2 firm has no information.</p> <p>3 Q. So the firm doesn't know where this</p> <p>4 money came from either? That's what you are</p> <p>5 saying?</p> <p>6 A. No. Because you keep subtly</p> <p>7 changing the question and I think -- I want to,</p> <p>8 make sure we are not misunderstanding each other.</p> <p>9 If you are asking me the source of the money, the</p> <p>10 firm does not know the source of the money.</p> <p>11 If you are asking where the money came from,</p> <p>12 what the manner was in which the money was</p> <p>13 transferred from one location to another, was it</p> <p>14 by check, was it by wire, or some other type of</p> <p>15 electronic transfer, the answer is: We may be</p> <p>16 aware of that but I have not prepared that</p> <p>17 information for today's deposition.</p> <p>18 Q. Is the firm aware of where Ms. Genger</p> <p>19 currently resides?</p> <p>20 A. I believe that's outside the scope of</p> <p>21 this deposition. I don't understand what her --</p> <p>22 where she -- I guess -- well, first of all, I</p> <p>23 should clarify: When you say where she resides,</p> <p>24 are you asking for her domicile, in the technical</p> <p>25 sense of that word?</p>	<p style="text-align: right;">Page 67</p> <p>1 Bowen</p> <p>2 A. The firm has no information about</p> <p>3 that at all other than the fact that she does have</p> <p>4 some type of interest and it may be through</p> <p>5 marital property and it may not. I don't know the</p> <p>6 ins and outs -- the firm doesn't know the ins and</p> <p>7 outs of the Austin, Texas property.</p> <p>8 Q. When you say "marital property," what</p> <p>9 do you mean?</p> <p>10 A. I'm not using that in any kind of</p> <p>11 legal or technical meaning or a term of art</p> <p>12 meaning. I just know that sometimes a husband and</p> <p>13 wife can own property as joint tenants in common</p> <p>14 or income and it's not something where -- it</p> <p>15 doesn't necessarily reflect that one spouse or</p> <p>16 another actually contributed anything to the</p> <p>17 purchasing the property it's just by virtue of</p> <p>18 their status of being married that it's considered</p> <p>19 to belong to both.</p> <p>20 Q. What other marital property are you</p> <p>21 aware of with respect to Ms. Genger?</p> <p>22 A. None.</p> <p>23 Q. Does Ms. Genger have an interest in</p> <p>24 her husband's partnership interest?</p> <p>25 A. The firm is not aware of that. To</p>
<p style="text-align: right;">Page 66</p> <p>1 Bowen</p> <p>2 Q. Interpret it however will yield an</p> <p>3 answer.</p> <p>4 A. Well, the firm is aware that she</p> <p>5 primarily resides in Tel Aviv, Israel. And also</p> <p>6 that she has an interest in some form that -- I'm</p> <p>7 not necessarily -- I may not be remembering</p> <p>8 correctly, I believe a condominium in Austin,</p> <p>9 Texas. She spends some time there. But I don't</p> <p>10 know. And I think there have been public filings</p> <p>11 on that. So whatever the public filings are to</p> <p>12 the extent that the firm's knowledge on that as of</p> <p>13 the time that those filings were made.</p> <p>14 Q. Does Ms. Genger have any interest in</p> <p>15 any other homes other than the two that you just</p> <p>16 described?</p> <p>17 A. Well, I don't know that she has any</p> <p>18 interest in the Tel Aviv home. If by "interest"</p> <p>19 you mean ownership interest, the firm doesn't have</p> <p>20 information about that at all.</p> <p>21 Q. What do you know about that subject?</p> <p>22 A. The only information that the firm</p> <p>23 has is that she lives there at the address that is</p> <p>24 a matter of public record.</p> <p>25 Q. What about other homes?</p>	<p style="text-align: right;">Page 68</p> <p>1 Bowen</p> <p>2 the extent it's relevant, the firm is not aware of</p> <p>3 it.</p> <p>4 Q. When you mentioned you made a</p> <p>5 reasonable inquiry with respect to the subject</p> <p>6 matters of the subpoena, what specifically did you</p> <p>7 do?</p> <p>8 A. I'm sorry?</p> <p>9 Q. When you say you made a reasonable</p> <p>10 inquiry with respect to the subject matters of the</p> <p>11 subpoena -- it's a term you've used several times</p> <p>12 in deposition -- what, specifically, did you do?</p> <p>13 A. I'm not going to answer that</p> <p>14 question. That is privileged work-product</p> <p>15 information. I will repeat what I said before,</p> <p>16 which is: I made reasonable inquiries of</p> <p>17 personnel at the firm who have knowledge into</p> <p>18 Genger matters. I made reasonable searches in the</p> <p>19 sense that I looked at information both in</p> <p>20 documentary form and otherwise that's available to</p> <p>21 the firm that's related to this topic, and the</p> <p>22 representation of Orly Genger.</p> <p>23 And I'm basing it on my extensive knowledge</p> <p>24 and participation in representing Orly Genger</p> <p>25 since the firm became involved in the very</p>

<p style="text-align: right;">Page 69</p> <p>1 Bowen</p> <p>2 beginning -- I mean, in the very beginning of the</p> <p>3 firm's involvement starting sometime in 2015, I</p> <p>4 believe.</p> <p>5 Q. Where does Mr. Hirschman live?</p> <p>6 A. Well, I don't think that's relevant.</p> <p>7 I don't see how that's relevant to the subpoena.</p> <p>8 Q. So you are declining to answer?</p> <p>9 A. I'm declining to answer on the basis</p> <p>10 that confidential information about a partnership,</p> <p>11 individual partners, is beyond the scope of this</p> <p>12 subpoena. If you want to clarify why you think</p> <p>13 it's relevant I'm willing to reconsider, but I</p> <p>14 don't see any relevance whatsoever.</p> <p>15 Q. To the best of your knowledge, are</p> <p>16 they still married?</p> <p>17 A. I don't see how that's relevant</p> <p>18 either.</p> <p>19 Q. Okay.</p> <p>20 A. If you want to explain why you think</p> <p>21 it -- I mean, look, one of the things that you</p> <p>22 have not ever tried to justify is why you are</p> <p>23 trying to interfere or interpose into this private</p> <p>24 marital relationship between Ms. Sagi's own sister</p> <p>25 and her husband. If you want to explain it, you</p>	<p style="text-align: right;">Page 71</p> <p>1 Bowen</p> <p>2 about the marital status of it's various partners</p> <p>3 unless or until there is some reason to notify the</p> <p>4 firm about a marriage or a divorce or some other</p> <p>5 type of change in status that the firm might need</p> <p>6 to be aware of in terms of insurance.</p> <p>7 I see that you're not really paying</p> <p>8 attention to my answer so I am just going to stop</p> <p>9 even though my answer is not finished. If you</p> <p>10 want to listen --</p> <p>11 Q. The reporter is capturing you</p> <p>12 answers.</p> <p>13 A. No, I'm not going to speaking when</p> <p>14 I'm being treated in this fashion. If you want to</p> <p>15 listen to the answer --</p> <p>16 Q. You're being treated perfectly fine.</p> <p>17 Stop making speeches. You are allowed to answer</p> <p>18 the question. I didn't interrupt. You</p> <p>19 interrupted yourself. You were making a speech,</p> <p>20 finish your speech and then we will go on to the</p> <p>21 next question. I'm listening. I can do two</p> <p>22 things at the same time.</p> <p>23 A. You were talking to your client.</p> <p>24 Q. I was not talking to my client. I</p> <p>25 was reviewing my notes while I was listening to</p>
<p style="text-align: right;">Page 70</p> <p>1 Bowen</p> <p>2 can explain it.</p> <p>3 Q. You just said they had marital</p> <p>4 property.</p> <p>5 A. How -- how --</p> <p>6 Q. I have an uncollected \$3 million</p> <p>7 judgment. Isn't it, at least, marginally rel</p> <p>8 event that I inquiry about their marital property?</p> <p>9 A. You're not asking about their marital</p> <p>10 property. Now you are asking about their marital</p> <p>11 relationship and whether or not they are still</p> <p>12 married.</p> <p>13 Q. Yes.</p> <p>14 A. And I guess the question --</p> <p>15 Q. Isn't that relevant to marital</p> <p>16 property if they are in fact still married? No?</p> <p>17 A. No. Well, first of all, I don't</p> <p>18 think it's a valid question. I think it's an</p> <p>19 offensive question.</p> <p>20 Q. An offensive to ask whether they are</p> <p>21 still married?</p> <p>22 A. Yes.</p> <p>23 Q. Okay.</p> <p>24 A. Secondly, I'm speaking on behalf of</p> <p>25 the firm, and the firm doesn't have information</p>	<p style="text-align: right;">Page 72</p> <p>1 Bowen</p> <p>2 your answer. Believe it or not, I'm capable of</p> <p>3 doing that.</p> <p>4 A. Tell me where I was and I will pick</p> <p>5 it up.</p> <p>6 Q. The reporter can tell you that.</p> <p>7 (Readback of prior question.)</p> <p>8 THE WITNESS: I got it. So continuing</p> <p>9 my answer to the extent that your question</p> <p>10 is asking whether or not there has been</p> <p>11 any communications with the firm with</p> <p>12 respect to Mr. Hirschman marital status</p> <p>13 other than the fact he was married to Orly</p> <p>14 Genger at some point, I believe, in 2016</p> <p>15 if my memory is correct, the answer is no.</p> <p>16 MR. DELLAPORTAS: Make the next one</p> <p>17 marked as Kasowitz Exhibit 6, February 5,</p> <p>18 2018 letter.</p> <p>19 (Exhibit 6 was so marked for</p> <p>20 identification.)</p> <p>21 BY MR. DELLAPORTAS:</p> <p>22 Q. This is a letter you submitted to the</p> <p>23 court.</p> <p>24 A. Correct.</p> <p>25 Q. If you go to the last page, the first</p>

<p style="text-align: right;">Page 73</p> <p>1 Bowen</p> <p>2 full paragraph on page 3.</p> <p>3 A. Yes.</p> <p>4 Q. In it you wrote to Judge Freeman</p> <p>5 "Only has attested that long before this action,</p> <p>6 she purchased a home in Tel Aviv with her husband</p> <p>7 and that she lives there with her infant</p> <p>8 daughter."</p> <p>9 What attestation are you referring to there?</p> <p>10 A. It would be the sworn declaration</p> <p>11 that she submitted in this action.</p> <p>12 Q. In this case?</p> <p>13 A. I believe so.</p> <p>14 Q. Okay. Do you represent Arie Genger</p> <p>15 with respect to this matter? I'm talking about</p> <p>16 the case we are currently in to today?</p> <p>17 A. The judgment enforcement case?</p> <p>18 Q. Yes.</p> <p>19 A. I don't think he is a party in this</p> <p>20 action. We may or may not represent him for</p> <p>21 purposes of discovery if and when there is any</p> <p>22 discovery propounded on him, but I don't know the</p> <p>23 answer to that.</p> <p>24 Q. So, I will represent to you that we</p> <p>25 served a subpoena on him and he did not appear for</p>	<p style="text-align: right;">Page 75</p> <p>1 Bowen</p> <p>2 A. It's possible that I missed that</p> <p>3 e-mail. If you didn't include anybody else on the</p> <p>4 Kasowitz team. I don't remember it personally.</p> <p>5 On behalf of the firm, I have no information that</p> <p>6 we represent Arie Genger with respect to any</p> <p>7 process that you may or may not have served on</p> <p>8 him.</p> <p>9 Q. In this case.</p> <p>10 A. I have no information about whether</p> <p>11 or not -- right, in this case. Currently. Let's</p> <p>12 just say currently. And I don't have any</p> <p>13 information about whether you in fact did serve</p> <p>14 process on him.</p> <p>15 Q. Okay.</p> <p>16 A. So I can't comment on that either.</p> <p>17 Q. So, suffice it to say that we don't</p> <p>18 believe your relevance objections were well taken.</p> <p>19 Our position is this deposition has to be</p> <p>20 continued until the proper documents are produced</p> <p>21 and the proper questions are answered, but subject</p> <p>22 to that position we have nothing further for</p> <p>23 today?</p> <p>24 A. Okay.</p> <p>25 (Time noted: 11:41 a.m.)</p>
<p style="text-align: right;">Page 74</p> <p>1 Bowen</p> <p>2 that as in fact I e-mailed you a few weeks ago.</p> <p>3 Are you representing with respect to that</p> <p>4 subpoena?</p> <p>5 A. I don't believe so. What do you mean</p> <p>6 you e-mailed me about it?</p> <p>7 Q. I e-mailed you --</p> <p>8 A. Do you mean me personally or the</p> <p>9 firm? Somebody else?</p> <p>10 Q. I e-mailed you personally.</p> <p>11 A. About Arie Genger?</p> <p>12 Q. Yes. I e-mailed you, Mr. Freedman,</p> <p>13 and Mr. Montclair --</p> <p>14 A. Mr. who? I'm sorry.</p> <p>15 Q. Montclair? Paul Montclair? He was</p> <p>16 prior attorney of Arie with regard to our subpoena</p> <p>17 and asked if you represented him with regard to</p> <p>18 that subpoena?</p> <p>19 A. You didn't get a response from</p> <p>20 anybody at my firm?</p> <p>21 Q. No, I only e-mailed you.</p> <p>22 A. When you say Mr. Friedman, who are</p> <p>23 you talking about?</p> <p>24 Q. Leon Friedman. That's another prior</p> <p>25 attorney of Mr. Genger.</p>	<p style="text-align: right;">Page 76</p> <p>1 Bowen</p> <p>2 THE WITNESS: Read and sign.</p> <p>3 (Time noted: p.m.)</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

<div style="text-align: right; font-weight: bold;">Page 77</div> <div style="text-align: center; margin-top: 10px;">I N D E X</div> <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left; width: 20%;">WITNESS</th> <th style="text-align: left; width: 40%;">EXAMINATION BY</th> <th style="text-align: right; width: 40%;">PAGE</th> </tr> <tr> <td>MR. BOWEN</td> <td>DIRECT / DELLAPORTAS</td> <td style="text-align: right;">4</td> </tr> </table> <div style="text-align: center; margin-top: 10px;">E X H I B I T S</div> <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left; width: 20%;">KASOWITZ</th> <th style="text-align: left; width: 40%;">DESCRIPTION</th> <th style="text-align: right; width: 40%;">PAGE</th> </tr> <tr> <td>1</td> <td>Subpoena</td> <td style="text-align: right;">4</td> </tr> <tr> <td>2</td> <td>Amendment to Settlement Agreement</td> <td style="text-align: right;">6</td> </tr> <tr> <td>3</td> <td>AG/Trump Settlement Agreement</td> <td style="text-align: right;">23</td> </tr> <tr> <td>4</td> <td>Satisfaction of Judgment</td> <td style="text-align: right;">48</td> </tr> <tr> <td>5</td> <td>Satisfaction of Judgment</td> <td style="text-align: right;">62</td> </tr> <tr> <td>6</td> <td>February 5, 2018 letter</td> <td style="text-align: right;">72</td> </tr> </table>	WITNESS	EXAMINATION BY	PAGE	MR. BOWEN	DIRECT / DELLAPORTAS	4	KASOWITZ	DESCRIPTION	PAGE	1	Subpoena	4	2	Amendment to Settlement Agreement	6	3	AG/Trump Settlement Agreement	23	4	Satisfaction of Judgment	48	5	Satisfaction of Judgment	62	6	February 5, 2018 letter	72	<div style="text-align: right; font-weight: bold;">Page 79</div> <div style="text-align: center; margin-top: 10px;">DEPOSITION ERRATA SHEET</div> <p>Our Assignment No. J2899510</p> <p>Case Caption: Genger vs. Genger</p> <div style="text-align: center; margin-top: 10px;">DECLARATION UNDER PENALTY OF PERJURY</div> <p style="text-align: center;">I declare under penalty of perjury that I have read the entire transcript of my Deposition taken in the captioned matter or the same has been read to me, and the same is true and accurate, save and except for changes and/or corrections, if any, as indicated by me on the DEPOSITION ERRATA SHEET hereof, with the understanding that I offer these changes as if still under oath.</p> <div style="text-align: center; margin-top: 20px;"> <hr style="width: 50%; margin: 0 auto;"/> <p>Michael Bowen</p> </div> <p>Subscribed and sworn to on the _____ day of _____, 20____ before me,</p> <p>Notary Public, In and for the State of _____</p>															
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<div style="text-align: right; font-weight: bold;">Page 78</div> <div style="text-align: center; margin-top: 10px;">C E R T I F I C A T I O N</div> <p>I, Jeffrey Shapiro, a Shorthand Reporter and notary public, within and for the State of New York, do hereby certify:</p> <p>That MICHAEL BOWEN, the witness whose examination is hereinbefore set forth, was first duly sworn by me, and that transcript of said testimony is a true record of the testimony given by said witness.</p> <p>I further certify that I am not related to any of the parties to this action by blood or marriage, and that I am in no way interested in the outcome of this matter.</p> <p>IN WITNESS WHEREOF, I have hereunto set my hand this 14th day of October, 2018.</p> <div style="text-align: center; margin-top: 20px;"> <p>JEFFREY SHAPIRO</p> </div>	<div style="text-align: right; font-weight: bold;">Page 80</div> <div style="text-align: center; margin-top: 10px;">DEPOSITION ERRATA SHEET</div> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Page No. _____</td> <td style="width: 20%;">Line No. _____</td> <td style="width: 60%;">Change to: _____</td> </tr> <tr> <td colspan="3">Reason for change: _____</td> </tr> <tr> <td>Page No. _____</td> <td>Line No. _____</td> <td>Change to: _____</td> </tr> <tr> <td colspan="3">Reason for change: _____</td> </tr> <tr> <td>Page No. _____</td> <td>Line No. _____</td> <td>Change to: _____</td> </tr> <tr> <td colspan="3">Reason for change: _____</td> </tr> <tr> <td>Page No. _____</td> <td>Line No. _____</td> <td>Change to: _____</td> </tr> <tr> <td colspan="3">Reason for change: _____</td> </tr> <tr> <td>Page No. _____</td> <td>Line No. _____</td> <td>Change to: _____</td> </tr> <tr> <td colspan="3">Reason for change: _____</td> </tr> <tr> <td>Page No. _____</td> <td>Line No. _____</td> <td>Change to: _____</td> </tr> <tr> <td colspan="3">Reason for change: _____</td> </tr> <tr> <td colspan="3">SIGNATURE: _____ DATE: _____</td> </tr> <tr> <td colspan="3" style="text-align: center;">Michael Bowen</td> </tr> </table>	Page No. _____	Line No. _____	Change to: _____	Reason for change: _____			Page No. _____	Line No. _____	Change to: _____	Reason for change: _____			Page No. _____	Line No. _____	Change to: _____	Reason for change: _____			Page No. _____	Line No. _____	Change to: _____	Reason for change: _____			Page No. _____	Line No. _____	Change to: _____	Reason for change: _____			Page No. _____	Line No. _____	Change to: _____	Reason for change: _____			SIGNATURE: _____ DATE: _____			Michael Bowen		
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